REMARKS

Reconsideration and further examination of the subject patent application in view of the present Amendment and the following Remarks is respectfully requested. Claims 1-38 are currently pending in the application. Claims 1-7, 15-21, and 29-34 have been rejected under 35 U.S.C. §102(e) as being anticipated by Wen et al. (U.S. Pat. No. 2002/0161896; "Wen"). Claims 8-11, 22-28, and 25-38 have been rejected as unpatentable over Wen in view of Landsman et al. ("Landsman") (U.S. Pat. No. 6,785,659). Claims 1, 2, 8, 15, 16, 29, and 30 have been amended. After careful review of the claims and references, applicant believes that the claims are in allowable form and a Notice of Allowance is respectfully requested.

Claims 1-7, 15-21, and 29-34 have been rejected as anticipated by Wen. Wen describes a system that allows an agent to transfer a customer chat session to another agent. However, Wen does not disclose automatically analyzing browser associated information, or automatically selecting an agent based upon the information. Claims 1-15 and 29 have been amended to clarify that the analyzing and selection are automatic and performed before assigning an agent (see e.g., paragraph 20-21). Claim 8 has been amended to clarify that the shared files are generated by the customer browser and retrieved to the agent website (see e.g., paragraph 0030 and 0033).

Regarding the second element of claims 1, 15 and 29, the Office Action asserts that analyzing browser associated information relating to the request is taught by paragraph 19 of Wen. However, Wen does not teach automatically analyzing browser associated information. Paragraph 19 of Wen discloses that a customer already connected to an agent explains the reason for the communication to the agent and the agent determines whether to transfer and where to transfer the chat session, and that the agent then initiates the transfer. Thus, there is no automatic analysis of browser associated information, only a determination by an agent after the connection

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to the agent. Therefore, this claimed feature of automatic analysis is not disclosed by Wen.

The third element of claims 1, 15 and 29, automatic selecting, is also missing from Wen. The Office Action suggests that selecting an agent for the communication session based upon a content of the analyzed browser associated information is also taught by paragraph 19 of Wen. However, as discussed above, an assigned agent makes a transfer decision in Wen but the only "selection" is by the agent and is not based on the analyzed browser information. Therefore, there can not be automatic selection of a human agent, nor is there selection based upon the analyzed associated information as claimed. Thus, these independent claims 1, 15, and 29 are distinguishable over Wen, as are all the dependent claims 2-14, 16-28, and 30-39.

The Office Action also asserts that Wen in paragraphs 0027 and 0036 discloses retrieving a list of router identifiers defining a path from the requester to the website as claimed in claim 2. However, paragraph 0027 merely discusses how the agent transfers to another agent, and paragraph 0036 merely describes obtaining a list of servers (names, URLs, etc.) that the agent can transfer the chat session to (i.e., to another agent). It does not describe a list of router identifiers defining a path between the requester (i.e., customer) and the website as claimed. Similarly, with regard to claims 3 and 4, paragraph 0036 describes transfer to another agent, and the mentioned servers' names, etc. have nothing to do with the claimed identification of a locale of an IP router closest to the requester, or identifying an agent closest to the locale. Regarding claim 5, paragraph 0049 describes the agent server checking credentials of the <u>agent</u> (including electronic address) requesting to transfer a chat session, but does not concern the claimed analysis of the customers browser's associated information (for definition, see paragraph 20) to determine an organizational affiliation or a domain name of the customer (the Internet requester). Thus, these claims are believed to be further distinguishable over Wen.

Claims 8-11, 22-25, and 35-38 have been rejected as being obvious over Wen in view of Landsman. Landsman teaches a technique for implementing a networked client-server environment but does not teach any of the claim elements of the independent claims 1, 15, and 29. Further, with regard to claims 8-11, 22-28, and 35-38, Landsman at the cited Col. 11, pages 1-7, and Col. 19, lines 22-46 describe media and player files resident in the customer disk or browser RAM cache downloaded from the agent (Col. 10, lines 59-67). Thus, this describes Landsman's Ad Controller agent that downloads ads to the customer but does not disclose the shared files generated by the requester's browser and retrieved to the agent website. Therefore, claims 8-11, 22-28, and 35-38 are believed to be further distinguishable over the combination of Wen and Landsman.
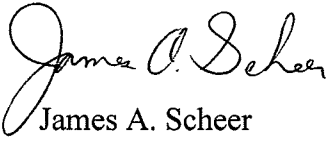
Closing Remarks

For the foregoing reasons, applicant submits that claims 1-38 are allowable and that the subject application is in condition for allowance, and earnestly solicits a Notice of Allowance. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, the Examiner is respectfully requested to call the undersigned at the below-listed number.

The Commissioner is hereby authorized to charge any additional fee which may be required for this application under 37 C.F.R. §§ 1.16-1.18, including but not limited to the issue fee, or credit any overpayment, to Deposit Account No. 23-0920. Should no proper amount be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 23-0920. A duplicate copy of this sheet(s) is enclosed.

Respectfully submitted,

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Dated: September 15, 2008

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